

THE STATE OF NEW HAMPSHIRE

SUPREME COURT

In Case No. 2005-0574, Norma Kolifrath v. Joan Romboli & a., the court on September 21, 2006, issued the following order:

Norma Kolifrath filed a petition for accounting. The respondent, Joan Romboli, appeals the order of the trial court finding that the petitioner was entitled to \$13,911.31 as a result of a partnership agreement executed by the parties. The respondent argues that the trial court erred in construing the parties' agreement and in calculating the amount of the judgment.

Having reviewed the order of the trial court, we find no error in its construction of the contract; we find no merit in the respondent's claim that the language of the contract was ambiguous. See Sherman v. Graciano, 152 N.H. 119, 121 (2005) (contract clause is ambiguous only if contracting parties could reasonably differ as to its meaning). We also find no error in the trial court's calculation of the judgment. The trial court found that the respondent had failed to fully produce records requested by the petitioner. The court therefore weighed the evidence presented by the parties and calculated an amount based upon the record. Cf. DeMauro v. DeMauro, 142 N.H. 879, 888-89 (1998) (party cannot be heard to argue that award is erroneous when it has effectively prevented trial court from being able to make accurate determination).

Norma Kolifrath's motion for attorney's fees in the amount of \$3,600.00 is granted.

Affirmed.

DALIANIS, GALWAY and HICKS, JJ., concurred.

**Eileen Fox,
Clerk**